

Gastone Bebi, Esq. (#110183)
THE LAW OFFICES OF GASTONE BEBI
444 West "C" Street, Suite 400
San Diego, CA 92101
(619) 237-0514
(619) 374-1985 (Facsimile)

Attorneys for Plaintiffs
MASTERPIECE LEADED WINDOWS CORPORATION

FILED

08 APR 28 PM 3:16

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JMA
DEPUTY

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

08 CV 765 JM JMA

MASTERPIECE LEADED WINDOWS
CORPORATION

Plaintiffs,

v.

SONNY J. JOSLIN, an individual, ERIC
JAMES TINGEY, an individual, DECOR A
DOOR & WINDOW, INC.

Defendants,

CASE NO.

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR UNFAIR
COMPETITION UNDER LANHAM ACT
§43(a); FALSE DESCRIPTION;
MISAPPROPRIATION OF TRADE
SECRETS; INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE; UNFAIR COMPETITION;
DEMAND FOR JURY TRIAL.

Plaintiff demands trial by jury and alleges:

GENERAL ALLEGATIONS

1. This is a complaint for Unfair Competition and False Description arising under §43(a) of the Lanham Act, 15 U.S.C. §1125(a), False Description of products, and ancillary California State claims for Misappropriation of Trade Secrets, Interference With Prospective Economic Advantage and Unfair Competition.

1 2. This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. §1121,
2 and 28 U.S.C. §§1331, 1338 and 1367, and supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

3 3. This Court has personal jurisdiction over the Defendants because of Defendants' activities
4 in this district and their offer for sale and sale of infringing products, directly or through others, into and
5 in this jurisdiction with the expectation that such products will be purchased and used by consumers in
6 this district, and on information and belief, that Defendants derive substantial revenue from their
7 products sold in this district.
8

9 4. Venue is proper in this district under 28 U.S.C. §1391 (b) and c) because a substantial part
10 of the events or omissions giving rise to the claims occurred in this district, a substantial part of the
11 property that is the subject of the action is situated in this district and the Defendants regularly engage
12 in business in this district.
13

14 5. Plaintiff, Masterpiece Leaded Windows Corporation (MASTERPIECE) is, and at all times
15 herein mentioned was, a corporation organized and existing under the laws of the state of California,
16 with its principal place of business in San Diego County. Plaintiff operates a Leaded Window
17 Manufacturing Company and Window installation Company duly licensed by the California Contractors
18 State License Board..
19

20 6. Sonny J. Joslin is at all times mentioned herein is an individual residing in the State of
21 California, and the RMO/CEO/PRES of defendant, DECOR A DOOR & WINDOW, INC..
22

23 7. Plaintiffs believe and are informed and thereon allege that Defendant, DECOR A DOOR &
24 WINDOW, INC. is, and at all times herein mentioned was, a corporation organized and existing under
25 the laws of the state of California, and doing business in California.
26

27 8. Defendant, JAMES TINGEY (TINGEY), is an individual residing in the State of California.
28 MASTERPIECE is informed and believes and thereon alleges that TINGEY is the brother in law of

1 JOSELIN, and an officer of defendant DECOR A DOOR & WINDOW, INC..

2 9. Plaintiffs, are informed and believe, and on that basis allege that at all times mentioned herein
3 each of the defendants was the agent and/or employee of each of the remaining defendants and, in doing
4 the things hereinafter alleged, was acting within the course and scope of such agency and/or employment
5 or said act were authorized and/or ratified by each of the remaining defendants.
6

7 10. Plaintiff operates a leaded window manufacturing and installation company, the primary
8 function of which is to design and manufacture decorative leaded glass windows and install them in
9 single family homes sold by various developers. Plaintiffs have developed and used in the course of their
10 business, among other things, certain special manufacturing and design techniques, and a database of
11 current and former purchasers of Plaintiffs' products to whom it markets its products. In addition to the
12 names and address of the customers, the list contains confidential profile information about these
13 customers, the terms of the customer's business transactions with Plaintiffs, lead contact person
14 information, and sales volume and product pricing information. Since Plaintiffs formation, Plaintiffs
15 have also developed and implemented confidential and proprietary means of conducting its business,
16 designing and manufacturing its products, in a competitive and profitable fashion. Such confidential and
17 proprietary information includes, but is not limited to, various proprietary designs, manufacturing
18 techniques, internal pricing and fee structures, confidential operating agreements with customers, and
19 marketing techniques designed to secure the return patronage of their customers.
20
21
22

23 11. The proprietary and confidential information described herein, including but not limited to
24 the manufacturing techniques, window design, customer database, pricing and fee structures, customer
25 agreements and marketing techniques, constitute plaintiff's trade secrets. These trade secrets have
26 economic value in that this information is not commonly available to the industry, and was the result of
27 a substantial amount of time, energy, and money on the part of Plaintiffs. In addition, Plaintiffs' trade
28

1 secrets and confidential information distinguish proven from potential leaded window manufacturing
2 techniques and marketing strategies that would enable a competitor to easily focus manufacturing and
3 marketing activities.
4

5 12. Plaintiffs made reasonable efforts to insure the confidentiality and secrecy of their trade
6 secrets, and other confidential and proprietary information. As part of their training and throughout the
7 course of their employment, employees are informed that the company's internal operating methods,
8 manufacturing techniques, and its database and information about their customers is confidential.
9 Further, others involved in, or those likely to be exposed to Plaintiffs' business and operations are
10 advised that information regarding manufacturing techniques, internal operations, client database and
11 related files is not otherwise readily ascertainable by others, including Plaintiffs competitors. Employees
12 and others are required to acknowledge that such information that becomes know to them is confidential
13 and constitutes the trade secrets of Plaintiff.
14

15
16 13. Employees and others likely to be exposed to Plaintiffs' trade secrets are further informed that
17 the use or disclosure of such information, other than for the exclusive benefit of Plaintiff is prohibited.

18 14. Defendant SONNY J. JOSLIN was a trusted employee of MASTERPIECE until his
19 termination upon the discovery of the matters set forth in this complaint. While in the employ of
20 MASTERPIECE defendant JOSLIN was provided the knowledge and trained by MASTERPIECE in
21 the manufacturing and marketing of MASTERPIECE windows and products. As a MASTERPIECE
22 trusted employee, defendant JOSLIN was taught MASTERPIECE marketing techniques, including the
23 use of a web site, catalogue, and the design and advertising of energy efficient "triple pane" windows.
24

25 15. MASTERPIECE is informed and believes and thereon alleges that, while employed by
26 MASTERPIECE, defendant Joslin formed a company to directly compete with MASTERPIECE, and
27 utilizing MASTERPIECE marks, images and marketing material, to market MASTERPIECE products
28

1 as DECOR A DOOR products. MASTERPIECE is informed and believes and thereon alleges that
2 defendant JOSLIN formed a company with defendant TINGEY which eventually was incorporated and
3 became defendant DECOR A DOOR & WINDOW, INC.
4

5 16. MASTERPIECE is informed and believes and thereon alleges that beginning in 2/28/2005,
6 and while still employed at MASTERPIECE, defendant JOSLIN utilized MASTERPIECE product,
7 customer leads, advertising techniques and designs to organize and conduct business as DECOR A
8 DOOR & WINDOW, INC. Specifically, while employed as the MASTERPIECE Account Manager for
9 the Inland Empire, defendant JOSLIN would place receive orders for product on the MASTERPIECE
10 phone provided to him by MASTERPIECE, and divert those orders to DECOR A DOOR. In addition,
11 DECOR A DOOR would purchase product from MASTERPIECE and install said MASTERPIECE
12 product, as DECOR A DOOR product, thereby falsely branding Plaintiff's genuine glass products as
13 though they originated with Defendants.
14
15

16 17. MASTERPIECE is informed and believes and thereon alleges that JOSLIN, DECOR A
17 DOOR and TINGEY replicated the MASTERPIECE web site, and product catalogue, and the
18 MASTERPIECE marks, images and marketing materials contained therein, as the DECOR A DOOR
19 web site and catalogue. JOSLIN, DECOR A DOOR and TINGEY copied and utilized MASTERPIECE
20 photographs of MASTERPIECE windows, products and designs, as part of the DECOR A DOOR web
21 site, catalogue and advertised said images as DECOR A DOOR products.
22

23 18. Defendants' use of said marks, images and marketing material is without permission of
24 authority of Plaintiff and said use by Defendants is likely to cause confusion, mistake and to deceive.
25

26 19. Defendants' conduct is willful and Defendants' acts of trademark infringement, unfair
27 competition and false designation have been committed with the intent to cause confusion, mistake and
28 to deceive.

FIRST CLAIM

[UNFAIR COMPETITION UNDER LANHAM ACT §43(a) Against all Defendants]

20. Plaintiff realleges and incorporates by reference each and every allegation of the above paragraphs I through 19, inclusive, as if fully set forth herein.

21. Such acts by Defendants constitute unfair competition and/or infringement of Plaintiff's common law rights in the marks, images and marketing material.

23. Defendants' use of the marks, images and marketing material to promote, market, or sell glass products in direct competition with Plaintiff's glass products constitutes Unfair Competition pursuant to Lanham Act §43(a) (15 U.S.C. §1125(a)). Defendants' use of the marks, images and marketing material is likely to cause confusion, mistake, and deception among consumers. Defendants' unfair competition has caused and will continue to damage Plaintiff and is causing irreparable harm to Plaintiff for which there is no adequate remedy at law.

SECOND CLAIM

[FALSE DESCRIPTION Against all Defendants]

24. Plaintiff repeats and hereby incorporates herein by reference, as though specifically pleaded herein, the allegations of paragraphs 1 through 23.

25. Defendants' use of the marks, images and marketing material is such a colorable imitation and copy of Plaintiff's trademarks established in the market for glass products that Defendants' use thereof in the context of glass products is likely to create confusion, or to cause mistake, or to deceive consumers as to the origin, sponsorship or approval of Plaintiff's products.

26. Defendants' sale of Plaintiff's genuine glass products falsely marked as Defendants' own products constitutes a false description and a false designation of origin. These acts are in violation of Lanham Act §43(a), 15 U.S.C. §1125(a), in that Defendants have used in connection with goods a false designation of origin, a false or misleading description and representation of fact which is likely to cause

1 confusion, and to cause mistake, and to deceive as to the affiliation, connection, or association of
2 Defendants with Plaintiff and as to the origin, sponsorship, and approval of Defendants' goods and
3 commercial activities by Plaintiff.
4

5 27. Defendants have caused goods to enter into interstate commerce using Plaintiff's marks,
6 images and marketing material results in a false designation of origin which is likely to cause confusion,
7 to cause mistake and to deceive as to the affiliation, connection or association of Defendants with
8 Plaintiff and as to the origin, sponsorship, or approval of such goods by Plaintiff. These acts are in
9 violation of Lanham Act §43(a), 15 U.S.C. §1125(a), in that Defendants have used in connection with
10 goods a false designation of origin, a false or misleading description and representation of fact which
11 is likely to cause confusion, and to cause mistake, and to deceive as to the affiliation, connection, or
12 association of Defendants with Plaintiff and as to the origin, sponsorship, and approval of Defendants'
13 goods and commercial activities by Plaintiff.
14

15 28. Plaintiff avers that Defendants' use of the marks, images and marketing material, and
16 Defendants' falsely branding Plaintiff's genuine glass products as though they originated with
17 Defendants, comprise false descriptions or representations of such products under Lanham Act §43(a),
18 15 U.S.C. §1125(a).
19

20
21 **THIRD CLAIM**
22 **[MISAPPROPRIATION OF TRADE SECRETS- Against all Defendants]**

23 29. Plaintiffs reallege and incorporate by reference each and every allegation of the above
24 paragraphs 1 through 28, inclusive, as if fully set forth herein. Plaintiffs are informed, believe and
25 thereon allege that Defendants, and each of them, have misappropriated the above-described trade secrets
26 of Plaintiffs in that Defendants by the conduct alleged herein, acquired Plaintiffs' trade secrets by
27 improper means in violation of Civil Code section 3426.1 (b). Defendants, knew or had reason to know,
28

1 that their knowledge of the trade secrets was derived through or from persons who had a duty to maintain
2 the secrecy of Plaintiffs' trade secrets.

3
4 30. As a proximate result of the conduct alleged herein, plaintiff has suffered actual
5 damages in that defendants have used plaintiffs trade secrets as specified above to sell leaded windows
6 to customers who would have otherwise bought from plaintiffs, in an amount subject to proof at the time
7 of trial. As a further proximate result of the misappropriation, Defendants have been unjustly enriched
8 by using Plaintiffs' trade secrets to secure business from Plaintiffs' customers with a value subject to
9 proof at the time of trial.

10
11 31. Plaintiffs are informed, believe, and thereon allege that with respect to Defendant, LV
12 that the actions alleged herein were either undertaken by, authorized, and/or ratified by an officer,
13 director, or managing agent of that corporate defendant. Plaintiffs are therefore entitled to reasonable
14 attorney's fees.

15
16 32. Defendants' conduct, unless and until enjoined and restrained by order of this court,
17 will cause great and irreparable injury to Plaintiffs.

18
19 33. Plaintiffs have no adequate remedy at law for the injuries currently being suffered or
20 those which are threatened in that Defendants will continue to misappropriate and Plaintiffs will be
21 required to maintain a multiplicity of judicial proceedings to protect their interests.

22 **FOURTH CLAIM**

23 **[Intentional Interference with Prospective Economic Advantage-Against all Defendants]**

24 34. Plaintiff realleges and incorporates by reference each and every allegation of the
25 above paragraphs I through 33, inclusive, as if fully set forth herein.

26 35. Plaintiff is informed, believes, and thereon alleges that Defendants, and each of them
27 used the confidential customer database and other information to wrongfully communicate with, and
28

1 solicit work from Plaintiff's customers which would have otherwise gone to plaintiffs, in violation of
2 California Civil Code section 3426.1, et. seq.

3
4 36. As a proximate result of Defendants' conduct and use of Plaintiffs' misappropriated
5 trade secretes, defendants have used plaintiffs trade secrets as specified above to sell leaded windows
6 to customers who would have otherwise bought from plaintiffs, in an amount subject to proof at the time
7 of trial.

8
9 37. Defendants, unless restrained, will disrupt other business relationships between
10 plaintiff and its customers, resulting in great and irreparable injury, for which damages would not be
11 adequate relief.

12 **FIFTH CLAIM**
13 **[Unfair Business Practices - Against all Defendants]**

14 38. Plaintiff realleges and incorporates by reference each and every allegation of the
15 above paragraphs I through 37, inclusive, as if fully set forth herein. Plaintiff is informed, believes, and
16 thereon alleges that Defendants, and each of them, performed the above-mentioned acts for the purpose
17 of competing unfairly and damaging plaintiffs business by conducting business for DECOR A DOOR
18 while JOSLIN was employed by MASTERPIECE, advertising, installing and selling MASTERPIECE
19 product as DECOR A DOOR product, and using plaintiffs trade secrets as specified above to sell leaded
20 windows to customers who would have otherwise bought from plaintiffs, in an amount subject to proof
21 at the time of trial.

22
23 39. Defendants threaten to, and unless restrained will, continue to use the trade secrets
24 and confidential information wrongfully misappropriated from Plaintiff to interfere with Plaintiff's
25 established relationship with its customers in the manner specified above. Such conduct constitutes an
26 Unfair Business Practice and violates Business and Professions Code section 17200, et seq.
27
28

1 40. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has been
2 damaged in an amount as yet unknown. In addition, such amount once known shall be trebled pursuant
3 to the provisions of California Business and Professions Code section 17082.
4

5 WHEREFORE, Plaintiff demands trial by jury and prays for judgment against
6 Defendants, and each of them, as follows:

7 **First Claim:**

- 8 1. General, special and consequential damages according to proof at trial;
9
10 2. An Order requiring Defendants, and each of them, to show cause, if any they have, why
11 they should not be enjoined as hereinafter set forth during the pendency of this action;
12
13 3. A temporary restraining order, preliminary injunction and permanent injunction
14 enjoining Defendants, and each of them, and their agents, servants and employees, and all persons
15 acting thereunder, in concert with them, or for them:
16 (a) To refrain from continuing the misappropriation of Plaintiffs trade secrets by ongoing
17 use of Plaintiffs manufacturing techniques, customer database, lists, profiles and other internal and
18 confidential information;
19 (b) To return all copies of any documents that reflect, refer or constitute plaintiff's trade
20 secrets and confidential and proprietary business information.
21
22 4. Treble damages for willful Misappropriation.
23
24 5. Reasonable attorneys' fees;
25
26 6. Costs of suit herein incurred; and
27
28 7. Such further and other relief as the Court deems just and proper Second Cause of

Action:

Second Claim:

1. General, special and consequential damages according to proof at trial;
2. An Order requiring Defendants, and each of them, to show cause, if any they have, why they should not be enjoined as hereinafter set forth during the pendency of this action;
3. A temporary restraining order, preliminary injunction and permanent injunction enjoining Defendants, and each of them, and their agents, servants and employees, and all persons acting thereunder, in concert with them, or for them:
 - (a) To refrain from continuing the misappropriation of Plaintiffs trade secrets by ongoing use of Plaintiffs manufacturing techniques, customer database, lists, profiles and other internal and confidential information;
 - (b) To return all copies of any documents that reflect, refer or constitute plaintiff's trade secrets and confidential and proprietary business information.
4. Treble damages for willful Misappropriation.
5. Reasonable attorneys' fees;
6. Costs of suit herein incurred; and
7. Such further and other relief as the Court deems just and proper Second Cause of Action:

Third Claim:

1. An Order requiring Defendants, and each of them, to show cause, if any they have, why they should not be enjoined as hereinafter set forth during the pendency of this action;
2. A temporary restraining order, preliminary injunction and permanent injunction enjoining Defendants, and each of them, and their agents, servants and employees, and all persons acting thereunder, in concert with them, or for them:
 - (a) To refrain from continuing the misappropriation of Plaintiffs trade secrets by ongoing

1 use of Plaintiffs manufacturing techniques, customer database, lists, profiles and other internal and
2 confidential information;

3 (b) To return all copies of any documents that reflect, refer or constitute plaintiff s trade
4 secrets and confidential and proprietary business information.

5
6 3. General and Consequential damages according to proof;

7 4. Punitive and Exemplary damages according to proof;

8 4. Costs of suit herein incurred; and

9 5. Such further and other relief as the Court deems just and proper.
10

11 **Fourth Claim:**

12 1. An Order requiring Defendants, and each of them, to show cause, if any they have, why
13 they should not be enjoined as hereinafter set forth during the pendency of this action;

14 2. A temporary restraining order, preliminary injunction and permanent injunction
15 enjoining Defendants, and each of them, and their agents, servants and employees, and all persons
16 acting thereunder, in concert with them, or for them:

17 (a) To refrain from continuing the misappropriation of Plaintiffs trade secrets by ongoing
18 use of Plaintiffs manufacturing techniques, customer database, lists, profiles and other internal and
19 confidential information;
20

21 (b) To return all copies of any documents that reflect, refer or constitute plaintiff s trade
22 secrets and confidential and proprietary business information.
23

24 3. General and Consequential damages according to proof;

25 4. Punitive and Exemplary damages according to proof;

26 4. Costs of suit herein incurred; and

27 5. Such further and other relief as the Court deems just and proper.
28

Fifth Claim:

1. An Order requiring defendants, and each of them, to show cause, if any they have, why they should not be enjoined as hereinafter set forth during the pendency of this action;

2. A temporary restraining order, preliminary injunction and permanent injunction enjoining Defendants, and each of them, and their agents, servants and employees, and all persons acting thereunder, in concert with them, or for them:

General, special, and consequential damages according to proof at trial;

Treble damages as provided by statute;

(b) to refrain from soliciting the business of Plaintiff s current customers;

c) to refrain from revealing information about Plaintiff s confidential internal fee and pricing structures; and,

(d) to refrain from copying Plaintiffs' designs, disclosing or using Plaintiffs trade secrets and other confidential and proprietary business information, including but not limited to, manufacturing techniques, price sheets, customer lists and profiles, internal fee information, and

3. Reasonable attorneys' fees;


4. Treble damages;

4. Costs of suit herein incurred; and

5. Such further and other relief as the Court deems just and proper.

Dated: April 25, 2008

THE LAW OFFICES
OF GASTONE BEBI

By: 
Gastone Bebi
Attorney for Plaintiffs

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

150243 - MB

**April 28, 2008
15:25:18**

Civ Fil Non-Pris

USAO #.: 08CV0765 CIVIL FILING

Judge..: JEFFREY T MILLER

Amount.: \$350.00 CK

Check#.: BC1698

Total-> \$350.00

FROM: MASTERPIECE LEADED WINDOWS
CORP VS SONNY J JOSELIN, ET AL

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Masterpiece Leaded Windows Corporation

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

The Law Offices of Gastone Bebi,
444 West C Street, Suite 400, San Diego, CA 92101, 619 237-0514

DEFENDANTS

Sonny J. Joselin, Eric James Tingey
Decor A Door & Window, Inc.

County of Residence of First Listed Defendant DISTRICT COURT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND ACQUIRED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
--	--	--	--	---	--

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC 1125(a)

Brief description of cause:

Lanham Act-Unfair Competition, False Description of Products

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

04/28/2008

SIGNATURE OF ATTORNEY OF RECORD

Gastone Bebi

FOR OFFICE USE ONLY

RECEIPT #

150243

AMOUNT

\$350 -

APPLYING IFP

JUDGE

MAG. JUDGE

TD 04/28/08

OK